



Price Agreement Amendment

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Printed: 5/16/2002

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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LEXMARK INTERNATIONAL INC
ONE CRANBERRY HILL
750 MARRETT RD
LEXINGTON MA 02421

PRINTERS - LEXMARK

Amendment Date: 05/15/2002
Original Award Date: 05/04/2000
Buyer: ROCHE, LINDA P
Phone #: (401) 222 - 2142 ext. 118
FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

2

Award Number

68M00211155

Effective Period:

05/01/2000 - 04/30/2003

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #2

Department				Bid Number	C/O Req #
ADMINISTRATION				MPA-304	3204
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #2 CHANGE TO PO #68M00211155 DATED 5/4/00. EFFECTIVE PERIOD HAS BEEN MODIFIED: FROM: 5/1/00 - 4/30/02 TO: 5/1/00 - 4/30/03 NOTE: CURRENT PRICES CAN BE VIEWED AT THE LEXMARK WEBSITE http://selectpage.lexmark.com/stateri				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PRICE AGREEMENT AMENDMENT**

EFFECTIVE DATE OF AMENDMENT: 5/1/01

MPA #304-1-3204

APA#

AMENDMENT NUMBER: 1

CURRENT AGREEMENT PERIOD: 5/1/00 to 4/30/01

COMMODITY/SERVICE DESCRIPTION: PRINTERS, LEXMARK

BUYER: LINDA ROCHE/act

Telephone No. (401) 222-2142 ext. 118

**APPROVED FOR THE STATE OF RHODE ISLAND: Jerome D. Moynihan
Administrator, Purchasing Systems**

BILLING REFERENCE NO.	VENDOR(S) ADDRESS	TELEPHONE
304-1-3204-1	LEXMARK INTERNATIONAL ONE CRANBERRY HILL 750 MARKET ROAD LEXINGTON, MA 02421	TELEPHONE #: 781-402-3858 TERMS: NET 30

This is a notice of award amendment, not an order. The Price Agreement named above is hereby amended and/or modified as follows:

[X] The agreement period has been modified FROM: 5/1/00 to 4/30/01

TO: 5/1/00 to 4/30/02

[] The list of items covered and/or pricing for the items covered by the agreement has been modified. The items and/or prices authorized as of the date of the issuance of this amendment are as reflected in Attachment A – Pricing, attached hereto.

[X] Click on this link <http://selectpage.lexmark.com/stateri> for current Lexmark pricing.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PRICE AGREEMENT NUMBER: 304-1-3204

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COMMODITY/SERVICE DESCRIPTION: PRINTERS - LEXMARK

DATE ISSUED: 5/4/00

AGREEMENT PERIOD: 5/1/00 to 4/30/01

BUYER: LINDA ROCHE/act

Telephone No. (401) 222-2142 ext. 118

APPROVED FOR THE STATE OF RHODE ISLAND: Jerome D. Moynihan

Administrator, Purchasing Systems

This is a notice of award, not an order. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under **AUTHORIZATION AND RELEASE**

BILLING REFERENCE NO.	VENDOR(S) ADDRESS	TELEPHONE
304-1-3204-1	LEXMARK INTERNATIONAL ONE CRANBERRY HILL 750 MARRETT ROAD LEXINGTON, MA 02421 CONTACT: DAN LUCKING	TELEPHONE #: 781-402-3858 TERMS: NET 30

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PRICE AGREEMENT NUMBER: 304-1-3204

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ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in GSA CONTRACT #35F-0789J, (2) the General Terms and Conditions of Contracts for the State of Rhode Island (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island AND (4) any Special Instructions or Provisions contained herein. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies (or political subdivisions of the State) during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

If this is a Master Price Agreement (MPA), Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under **AGREEMENT PERIOD** unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

INSURANCE - If this is an Agency Price Agreement (APA), annual renewal insurance certificates for Workers' Compensation, Public Liability, Property Damage Insurance, Auto Insurance, etc., must be submitted to the specific agency identified in the "Bill To" section of this agreement. If this is a Master Price Agreement (MPA), send to the appropriate Buyer at the address named below for submitting reports. Certificates are annually due prior to the beginning of any contract period beyond the initial twelve-month period of this contract. Failure to provide annual insurance certification may be grounds for cancellation.

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data:

- ☐ Items listed in Attachment A – Pricing, which have had no release activity during the period,
- ☐ Billing volume, in total, by month,
- ☒ Shipment quantity during the quarter, by major classification (as identified by Attachment A - Pricing),
- ☐ Shipment quantity during the quarter, by item (as identified by Attachment A - Pricing),
- ☐ Shipment quantity during the quarter, by billing address (as identified by Attachment A - Pricing),
- ☐ Other.

Required documents must be submitted to the BUYER named in this notice at the address below.

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ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement Number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing.

A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes.

DELIVERY - If this is a Master Price Agreement (MPA), vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. If this is an Agency Price Agreement (APA) vendor will ship to the following address:

PRICING - All pricing shall be as described in Attachment A - Pricing, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Attachment A.

INVOICING - All invoices shall reference the DPO Order Number(s), Price Agreement number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing. Invoices for items not received or for work not yet performed will not be honored.

If this is a Master Price Agreement (MPA), vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. If this is an Agency Price Agreement (APA) vendor will send invoices to the following address:

SPECIAL TERMS/INSTRUCTIONS/REQUIREMENTS

N/A

PRICE AGREEMENT: PRINTERS - LEXMARK MPA #304

EFFECTIVE PERIOD: 5/1/00 - 4/30/01

ATTACHEMENT "A"

Lexmark Select Pricing for the State of Rhode Island

	<u>Model</u>	<u>Description</u>	<u>Part Number</u>	<u>Price</u>
1	Optra E310	8 ppm 10K Duty Cycle 5K Cartridge Yield	12A2100	\$367.00
2	Optra M410	12 ppm 20K Duty Cycle 5K Cartridge Yield	4K00252	\$631.00
3	Optra M410n	12 ppm 20K Duty Cycle 5K Cartridge Yield Network Card	4K00300	\$773.00
4	Optra T610	15 ppm 65K Duty Cycle 10K Cartridge Yield	20T1000	\$892.00
5	Optra T610n	15 ppm 65K Duty Cycle 10K Cartridge Yield Network Card	20T1040	\$1,165.00
6	Optra T612	20 ppm 100K Duty Cycle 25K Cartridge Yield	20T2000	\$1,048.00
7	Optra T612n	20ppm 100K Duty Cycle 25K Cartridge Yield Network Card	20T2040	\$1,349.00
8	Optra T614	25 ppm 130K Duty Cycle 55K Cartridge Yield	20T3000	\$1,574.00
9	Optra T614n	25ppm 130K Duty Cycle 55K Cartridge Yield Network Card	20T3040	\$1,994.00
10	Optra T616	35 ppm 200K Duty Cycle 25K Cartridge Yield	20T4000	\$2,099.00
11	Optra T616n	35 ppm 200K Duty Cycle 25K Cartridge Yield Network Card	20T4040	\$2,309.00
12	Optra W810	35 ppm 150K Duty Cycle 20K Cartridge Yield	12L0102	\$2,309.00
13	Optra W810n	35 ppm 150K Duty Cycle 20K Cartridge Yield Network Card	12L0103	\$2,470.00
14	Optra W810dn	35 ppm 150K Duty Cycle 25K Cartridge Yield Network Card Duplex	12L0105	\$3,044.00
15	Optra Color 1200	12 ppm (black and color) 20K Duty Cycle 6,500 Cartridge Yield (black and color)	11F0000	\$3,201.00
16	Optra Color 1200n	12 ppm (black and color) 20K Duty Cycle 6,500 Cartridge Yield (black and color) Network Card 64 mg	11F0001	\$4,073.00

PRICE AGREEMENT: PRINTERS - LEXMARK MPA #304

EFFECTIVE PERIOD: 5/1/00 - 4/30/01

ATTACHEMENT "A"

<u>Model</u>	<u>Description</u>	<u>Part Number</u>	<u>Price</u>
17 Optra Color 1200nl	12 ppm (black and color) 20K Duty Cycle 6,500 Cartridge Yield (black and color) Network Card 32 mg	11F0192	\$3,464.00
18 Optra Color 1275	12 ppm (black) 3 ppm (color) 20K Duty Cycle 4,500 pages (black) 3,500 pages (color)	11C0200	\$1,385.00
19 Optra Color 1275n	12 ppm (black) 3 ppm (color) 20K Duty Cycle 4,500 pages (black) 3,500 pages (color) Network Card	11C0201	\$1,847.00
20 Lexmark Z11 Color Jetprinter	4 ppm (black) 2.5 ppm (color) 500 Cartridge Yield (black) 270 Cartridge Yield (color)	70D0000	\$73.00
21 Lexmark Z31 Color Jetprinter	8 ppm (black) 3.5 ppm (color) 400 Cartridge Yield (black) 470 Cartridge Yield (color)	14M0000	\$83.00
22 Lexmark Z51 Color Jetprinter	10 ppm (black) 5 ppm (color) 600 Cartridge Yield (black) 575 Cartridge Yield (color)	14R0064	\$132.00

PRICE AGREEMENT: PRINTERS - LEXMARK MPA #304
EFFECTIVE PERIOD: 5/1/00 - 4/30/01
ATTACHMENT "A"

State of Rhode Island / Lexmark Toner Pricing

	Lexmark Model	Toner Part #	RI Price
1	E310	12A2202 (5k Yield)	\$97
2	M410	4K00198 (5k Yield) 4K00199 (10k Yield)	\$99
3	Optra T 610	12A5740 (10k Yield) 12A5745 (25k Yield)	\$135 \$249
4	Optra T 612	12A5740 (10k Yield) 12A5745 (25k Yield)	\$135 \$249
5	Optra T 614	12A5740 (10k Yield) 12A5745 (25k Yield)	\$135 \$249
6	Optra T 616	12A5740 (10k Yield) 12A5745 (25k Yield)	\$135 \$249
7	Optra W810	12L0250 (20k Yield)	\$115
8	Optra 1200	12A1454 Black 12A1452 Cyan 12A1451 Magenta 12A1453 Yellow	\$87 \$117 \$117 \$117
9	Optra SC 1275	1361751 Black 1361752 Cyan 1361753 Magenta 1361754 Yellow	\$59 \$54 \$54 \$54
10	Z51	12A1970 Waterproof Black 12A1975 High Yield Black 12A1985 High Yield Color 12A1990 High Resolution Color Cartridge	\$28 \$33 \$38 \$33
11	Z31	12A1970 Waterproof Black 12A1975 High Yield Black 12A1985 High Yield Color 12A1990 High Resolution Color Cartridge	\$28 \$33 \$38 \$33
12	Z11	12A1970 Waterproof Black 12A1975 High Yield Black 12A1985 High Yield Color 12A1990 High Resolution Color Cartridge	\$28 \$33 \$38 \$33

All prices include Freight